

1 BILL NO. S-90-05-33

2 SPECIAL ORDINANCE NO. S-123-90

3 AN ORDINANCE approving WATER MAIN
4 CONTRACT 90-XP-2 FOR MAIN STREET between
5 EARTH CONSTRUCTION, INC. and the City of
6 Fort Wayne, Indiana, in connection with
7 the Board of Public Works and Safety.

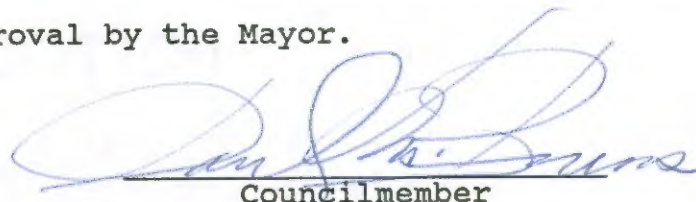
8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That the WATER MAIN CONTRACT 90-XP-2 FOR
11 MAIN STREET by and between EARTH CONSTRUCTION, INC. and the
12 City of Fort Wayne, Indiana, in connection with the Board of
13 Public Works and Safety, for:

14 the installation of a 16" ductile iron
15 water main on West Main Street from Van
16 Buren St. westerly to Leesburg Road;

17 the Contract price is Five Hundred Twenty Thousand Three
18 Hundred Fifty-Four and 40/100 Dollars (\$520,354.40), all as
19 more particularly set forth in said Contract, which is on
20 file in the Office of the Board of Public Works and Safety
21 and, is by reference incorporated herein, made a part
22 hereof, and is hereby in all things ratified, confirmed and
23 approved. Two (2) copies of said Contract are on file with
24 the Office of the City Clerk and made available for public
25 inspection, according to law.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all
28 necessary approval by the Mayor.

29 
30 Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY

33 
34 J. Timothy McCaulay, City Attorney

MAIN STREET FEEDER MAIN PHASE 1

WATER MAIN EXTENSION

CONTRACT NUMBER 90-XP-2

BASE BID TABULATION

ITEM # DESCRIPTION

ITEM #	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	116" CL50 DUCTILE IRON WATER MAIN	4725	+ LF	\$50.00	\$236,250.00	\$58.00	\$179,550.00	\$46.00	\$217,350.00	\$50.41	\$239,132.25
2	116" CL55 DUCTILE IRON WATER MAIN	324	+ LF	\$325.00	\$105,300.00	\$385.00	\$124,740.00	\$552.00	\$179,848.00	\$583.40	\$189,021.60
3	116" CL56 DUCTILE IRON WATER MAIN	270	+ LF	\$65.00	\$17,550.00	\$64.00	\$17,280.00	\$49.75	\$13,432.50	\$57.15	\$15,430.50
4	16" CL50 DUCTILE IRON WATER MAIN	18	+ LF	\$18.00	\$324.00	\$40.00	\$720.00	\$14.00	\$252.00	\$29.44	\$529.92
5	116" X 90 DEGREE ELBOW	1	EAL	\$674.00	\$674.00	\$1,205.00	\$1,205.00	\$1,064.00	\$1,064.00	\$502.50	\$502.50
6	116" X 45 DEGREE ELBOW	13	EAL	\$674.00	\$8,762.00	\$995.00	\$7,735.00	\$1,068.00	\$13,884.00	\$437.50	\$5,687.50
7	116" X 22.5 DEGREE ELBOW	2	EAL	\$714.00	\$1,428.00	\$500.00	\$1,000.00	\$1,068.00	\$2,136.00	\$480.00	\$960.00
8	116" X 11 1/4 DEGREE ELBOW	3	EAL	\$714.00	\$2,142.00	\$500.00	\$1,500.00	\$1,068.00	\$3,204.00	\$377.50	\$1,132.50
9	116" X 16" X 12" TEE	1	EAL	\$964.00	\$964.00	\$740.00	\$740.00	\$950.00	\$950.00	\$638.75	\$638.75
10	116" X 12" REDUCER	1	EAL	\$485.00	\$485.00	\$380.00	\$380.00	\$795.00	\$795.00	\$340.00	\$340.00
11	116" SOLID SLEEVE CONNECTOR	2	EAL	\$303.00	\$606.00	\$375.00	\$750.00	\$589.00	\$1,178.00	\$341.25	\$682.50
12	16" X 90 DEGREE ELBOW	1	EAL	\$285.00	\$285.00	\$110.00	\$110.00	\$125.00	\$125.00	\$142.50	\$142.50
13	116" BUTTERFLY VALVE W/BOX	5	EAL	\$1,950.00	\$9,750.00	\$1,555.00	\$7,775.00	\$1,455.00	\$7,275.00	\$2,463.75	\$12,318.75
14	FIRE HYDRANT	1	EAL	\$1,000.00	\$1,000.00	\$825.00	\$825.00	\$785.00	\$785.00	\$1,104.05	\$1,104.05
15	30" CASING PIPE (RAILROAD BORED)	66	+ LF	\$175.00	\$11,550.00	\$182.00	\$12,012.00	\$150.00	\$9,900.00	\$201.75	\$13,315.50
16	16" CONCRETE CURBFACE WALK	2615	+ SY	\$24.00	\$62,760.00	\$21.30	\$55,695.00	\$20.80	\$54,392.00	\$21.12	\$55,228.80
17	14" CONCRETE SIDEWALK	398	+ SY	\$20.00	\$7,960.00	\$17.25	\$6,865.50	\$17.35	\$6,905.30	\$18.43	\$7,335.14
18	COMMERCIAL CONCRETE DRIVEWAY	480	+ SY	\$30.00	\$14,400.00	\$34.30	\$16,464.00	\$24.25	\$11,640.00	\$23.98	\$11,510.40
19	RESIDENTIAL CONCRETE DRIVEWAY	16	+ SY	\$22.00	\$352.00	\$28.65	\$458.40	\$24.25	\$388.00	\$21.12	\$337.92
20	TYPE III CONCRETE CURB	725	+ LF	\$10.00	\$7,250.00	\$10.00	\$7,250.00	\$10.00	\$7,250.00	\$12.66	\$9,178.50
21	ASPHALT (5 D) BASE	910	+ TN	\$28.00	\$25,480.00	\$40.00	\$36,400.00	\$25.50	\$23,205.00	\$29.70	\$27,027.00
22	ASPHALT (A-2 SURFACE)	475	+ TN	\$30.00	\$14,250.00	\$41.00	\$19,475.00	\$30.80	\$14,630.00	\$41.80	\$19,855.00
23	ASPHALT (#9 BINDER)	150	+ TN	\$30.00	\$4,500.00	\$31.00	\$4,650.00	\$27.60	\$4,170.00	\$30.50	\$4,620.00
24	STONE SURFACE	25	+ LF	\$4.00	\$100.00	\$3.00	\$75.00	\$2.00	\$50.00	\$5.50	\$137.50
25	GRASS RESTORATION	2525	+ LF	\$1.50	\$3,787.50	\$1.40	\$1,010.00	\$1.00	\$2,525.00	\$1.37	\$3,455.25
26	STORM SEWER INLET TYPE I-C	3	EAL	\$750.00	\$2,250.00	\$550.00	\$1,650.00	\$650.00	\$1,950.00	\$687.50	\$2,062.50
27	CASTINGS ADJUSTED TO GRADE	39	EAL	\$200.00	\$7,800.00	\$175.00	\$6,825.00	\$250.00	\$9,750.00	\$62.50	\$2,437.50
28	HAND PLACED RIP RAP (12" SIZE)	280	+ SY	\$8.60	\$2,408.00	\$7.00	\$1,960.00	\$25.00	\$7,000.00	\$11.25	\$3,150.00
29	TROLLEY TRACK REMOVAL	190	+ LF	\$40.00	\$7,600.00	\$24.00	\$4,560.00	\$20.00	\$3,800.00	\$46.30	\$8,797.00
30	SHADENASTER HONEY LOCUST (3.5")	1	EAL	\$500.00	\$500.00	\$260.00	\$260.00	\$900.00	\$900.00	\$484.00	\$484.00
31	SHORDRIFT CRABAPPLE (1 3/4")	2	EAL	\$250.00	\$500.00	\$140.00	\$280.00	\$250.00	\$500.00	\$198.00	\$396.00
32	BURDER PRIVET (SHRUB) (18")	15	EAL	\$50.00	\$750.00	\$10.00	\$150.00	\$75.00	\$1,125.00	\$21.73	\$325.95
33	RIGHT OF WAY CUT PERMIT	1	EAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34	ARROWWOOD (SHRUB) (36")	1	EAL	\$150.00	\$150.00	\$50.00	\$50.00	\$250.00	\$250.00	\$37.40	\$37.40
35	TYPE A BACKFILL (PER 1' DEPTH)	1	EAL	\$1.62	\$1.62	\$0.00	\$0.00	\$1.75	\$1.75	\$2.87	\$2.87
36	TYPE B BACKFILL (PER 1' DEPTH)	1	EAL	\$1.00	\$1.00	\$0.00	\$0.00	\$1.25	\$1.25	\$2.26	\$2.26
37	EXTRA CUT FOR 16" MAIN (1' DEPTH)	1	EAL	\$1.35	\$1.35	\$0.00	\$0.00	\$5.00	\$5.00	\$5.41	\$5.41
38	CLAY BACKFILL (PER 4' DEPTH)	1	EAL	\$0.00	\$0.00	\$10.00	\$10.00	\$50.00	\$50.00	\$9.63	\$9.63
39	TYPE C INLET CASTING	1	EAL	\$225.00	\$225.00	\$0.00	\$0.00	\$300.00	\$300.00	\$281.25	\$281.25
40	TYPE F INLET CASTING	1	EAL	\$225.00	\$225.00	\$0.00	\$0.00	\$300.00	\$300.00	\$312.50	\$312.50
41	TYPE A MANHOLE CASTING	1	EAL	\$225.00	\$225.00	\$0.00	\$0.00	\$250.00	\$250.00	\$212.50	\$212.50
42	CATCH BASIN TYPE I-C	1	EAL	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,800.00	\$1,800.00	\$2,281.25	\$2,281.25
43				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
45				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL BASE BID

\$559,717.50

\$520,354.40

\$401,278.80

\$637,201.28

\$820,260.00

WATER MAIN EXTENSION
CONTRACT NUMBER

RECORD INCORPORATED

ALTERNATE BID TABULATION

ITEM #	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	116" CL50 DUCTILE IRON WATER MAIN	4725	LF	\$50.00	\$236,250.00	\$46.00	\$217,350.00	\$40.00	\$189,000.00
2	116" CL55 DUCTILE IRON WATER MAIN	324	LF	\$325.00	\$105,300.00	\$552.00	\$178,848.00	\$650.00	\$210,600.00
3	116" CL56 DUCTILE IRON WATER MAIN	270	LF	\$65.00	\$17,550.00	\$49.75	\$13,432.50	\$64.00	\$17,280.00
4	16" CL50 DUCTILE IRON WATER MAIN	18	LF	\$18.00	\$324.00	\$14.00	\$252.00	\$40.00	\$720.00
5	116" X 90 DEGREE ELBOW	1	EA	\$674.00	\$674.00	\$1,084.00	\$1,084.00	\$1,205.00	\$1,205.00
6	116" X 45 DEGREE ELBOW	13	EA	\$674.00	\$8,762.00	\$1,088.00	\$13,884.00	\$950.00	\$12,350.00
7	116" X 22.5 DEGREE ELBOW	2	EA	\$714.00	\$1,428.00	\$1,068.00	\$2,136.00	\$500.00	\$1,000.00
8	116" X 11 1/4 DEGREE ELBOW	3	EA	\$714.00	\$2,142.00	\$1,068.00	\$3,204.00	\$500.00	\$1,500.00
9	116" X 16" X 12" TEE	1	EA	\$944.00	\$944.00	\$950.00	\$950.00	\$740.00	\$740.00
10	116" X 12" REDUCER	1	EA	\$485.00	\$485.00	\$795.00	\$795.00	\$380.00	\$380.00
11	116" SOLID SLEEVE CONNECTOR	2	EA	\$303.00	\$606.00	\$599.00	\$1,178.00	\$375.00	\$750.00
12	16" X 90 DEGREE ELBOW	1	EA	\$285.00	\$285.00	\$125.00	\$125.00	\$110.00	\$110.00
13	116" BUTTERFLY VALVE W/BOX	5	EA	\$1,950.00	\$9,750.00	\$1,455.00	\$7,275.00	\$1,555.00	\$7,775.00
14	1" FIRE HYDRANT	1	EA	\$1,000.00	\$1,000.00	\$785.00	\$785.00	\$825.00	\$825.00
15	130" CASING PIPE (RAILROAD BORE)	66	LF	\$175.00	\$11,550.00	\$150.00	\$9,900.00	\$182.00	\$12,012.00
16	16" CONCRETE CURBFACE WALK	2615	LF	\$24.00	\$62,760.00	\$20.80	\$54,392.00	\$22.40	\$58,576.00
17	14" CONCRETE SIDEWALK	398	LF	\$20.00	\$7,960.00	\$17.35	\$6,905.30	\$18.10	\$7,203.80
18	COMMERCIAL CONCRETE DRIVEWAY	480	LF	\$30.00	\$14,400.00	\$24.25	\$11,640.00	\$36.00	\$17,280.00
19	RESIDENTIAL CONCRETE DRIVEWAY	16	LF	\$22.00	\$352.00	\$24.25	\$388.00	\$30.10	\$481.60
20	TYPE III CONCRETE CURB	725	LF	\$10.00	\$7,250.00	\$10.00	\$7,250.00	\$10.50	\$7,612.50
21	ASPHALT (5 D) BASE	910	LF	\$22.00	\$20,020.00	\$25.50	\$23,205.00	\$29.70	\$27,027.00
22	ASPHALT (A-2 SURFACE)	475	LF	\$30.00	\$14,250.00	\$30.80	\$14,630.00	\$33.05	\$15,708.75
23	ASPHALT (#9 BINDER)	150	LF	\$30.00	\$4,500.00	\$27.80	\$4,170.00	\$32.55	\$4,882.50
24	STONE SURFACE	25	LF	\$4.00	\$100.00	\$2.00	\$50.00	\$3.15	\$78.75
25	GRASS RESTORATION	2525	LF	\$1.50	\$3,787.50	\$1.00	\$2,525.00	\$0.45	\$1,136.25
26	STORM SEWER INLET TYPE I-C	3	EA	\$750.00	\$2,250.00	\$650.00	\$1,950.00	\$550.00	\$1,650.00
27	CASTINGS ADJUSTED TO GRADE	39	EA	\$200.00	\$7,800.00	\$250.00	\$9,750.00	\$175.00	\$6,825.00
28	HAND PLACED RIP RAP (12" SIZE)	280	LF	\$8.60	\$2,408.00	\$25.00	\$7,000.00	\$7.00	\$1,960.00
29	TROLLEY TRACK REMOVAL	190	LF	\$40.00	\$7,600.00	\$20.00	\$3,800.00	\$24.00	\$4,560.00
30	SHADEMASTER HONEY LOCUST (3.5")	1	EA	\$500.00	\$500.00	\$800.00	\$800.00	\$260.00	\$260.00
31	SNOWDRIFT CRABAPPLE (1 3/4")	2	EA	\$250.00	\$500.00	\$500.00	\$1,000.00	\$280.00	\$560.00
32	BORDER PRIVET (SHRUB) (18")	15	EA	\$50.00	\$750.00	\$75.00	\$1,125.00	\$10.00	\$150.00
33	RIGHT OF WAY CUT PERMIT	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34	ARROWWOOD (SHRUB) (36")	1	EA	\$150.00	\$150.00	\$250.00	\$250.00	\$50.00	\$50.00
35	TYPE A BACKFILL (PER 1' DEPTH)	1	EA	\$1.62	\$1.62	\$0.00	\$0.00	\$8.50	\$8.50
36	TYPE B BACKFILL (PER 1' DEPTH)	1	EA	\$1.00	\$1.00	\$1.25	\$1.25	\$0.00	\$0.00
37	TYPE C BACKFILL (PER 1' DEPTH)	1	EA	\$1.35	\$1.35	\$0.00	\$0.00	\$5.71	\$5.71
38	TYPE D BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$10.00
39	TYPE E BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40	TYPE F BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41	TYPE G BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
42	TYPE H BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
43	TYPE I BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44	TYPE J BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
45	TYPE K BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
46	TYPE L BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
47	TYPE M BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
48	TYPE N BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
49	TYPE O BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50	TYPE P BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	TYPE Q BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
52	TYPE R BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
53	TYPE S BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
54	TYPE T BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55	TYPE U BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
56	TYPE V BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
57	TYPE W BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
58	TYPE X BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
59	TYPE Y BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60	TYPE Z BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
61	TYPE AA BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
62	TYPE AB BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
63	TYPE AC BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64	TYPE AD BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
65	TYPE AE BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
66	TYPE AF BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
67	TYPE AG BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
68	TYPE AH BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
69	TYPE AI BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
70	TYPE AJ BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
71	TYPE AK BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
72	TYPE AL BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73	TYPE AM BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74	TYPE AN BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
75	TYPE AO BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
76	TYPE AP BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
77	TYPE AQ BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
78	TYPE AR BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
79	TYPE AS BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80	TYPE AT BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
81	TYPE AU BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
82	TYPE AV BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
83	TYPE AW BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
84	TYPE AX BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
85	TYPE AY BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
86	TYPE AZ BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
87	TYPE BA BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
88	TYPE BB BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
89	TYPE BC BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90	TYPE BD BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
91	TYPE BE BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
92	TYPE BF BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
93	TYPE BG BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
94	TYPE BH BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
95	TYPE BI BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96	TYPE BJ BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
97	TYPE BK BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
98	TYPE BL BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99	TYPE BM BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100	TYPE BN BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101	TYPE BO BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
102	TYPE BP BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
103	TYPE BQ BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
104	TYPE BR BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
105	TYPE BS BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
106	TYPE BT BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
107	TYPE BU BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
108	TYPE BV BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
109	TYPE BW BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
110	TYPE BX BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
111	TYPE BY BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
112	TYPE BZ BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
113	TYPE CA BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
114	TYPE CB BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115	TYPE CC BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
116	TYPE CD BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
117	TYPE CE BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
118	TYPE CF BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
119	TYPE CG BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
120	TYPE CH BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
121	TYPE CI BACKFILL (PER 1' DEPTH)	1	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1									

CONSTRUCTION CONTRACT

Board Order 169-89

Contract 90-XP-2

Work Order 64125

THIS CONTRACT made and entered into in triplicate this 16th day of May, 1990, by and between EARTH CONSTRUCTION, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

INSTALLATION OF A 16" DUCTILE IRON WATER MAIN ON WEST MAIN STREET FROM VAN BUREN STREET WESTERLY TO LEESBURG ROAD.

All according to Fort Wayne Water Utility, Drawing No. Y-10655, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay CONTRACTOR for the performance of the contract, the unit price sum of \$520,354.40 (FIVE HUNDRED TWENTY THOUSAND THREE HUNDRED FIFTY FOUR DOLLARS AND forty cents). In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a **Completion Affidavit** by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the **Board of Public Works and Safety** will direct the **Engineering Department** of the **OWNER** to promptly make such inspection. When the **Engineering Department** finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public Works and Safety**, which shall issue a **final certificate** stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the **entire balance** of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the **Industrial Board of the State of Indiana**, that he has complied with the **Workmen's Compensation Act** in accordance with **Statutes of the State of Indiana** and **Ordinances of the City of Fort Wayne**.

Any judgment rendered against the **City of Fort Wayne** in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any **Board of Arbitrators** or of the **Industrial Board of the State of Indiana** rendered against the **City of Fort Wayne** in any suit or claim arising under said **Workmen's Compensation** for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by **Section 15-13 (as amended)**, of the **Code of the City of Fort Wayne, Indiana** of 1974, passed by the **Common Council of the City of Fort Wayne, Indiana** as **General Ordinance No. G-34-78 (as amended)** on December 12th, 1978. The successful bidder shall file a **Manpower Utilization Report** for this project with the **Compliance Office** within ten (10) days after completion of construction or upon request of the **Office of Compliance**.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the **Statutes of the State of Indiana**, and the **Ordinances of the City of Fort Wayne** according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for **CONTRACT NO. 90-XP-2**
- b. Instructions to Bidders for **CONTRACT NO. 90-XP-2**
- c. Contractor's Proposal dated 28 FEBRUARY 1990
- d. Fort Wayne Engineering Department Drawing Y-10655
- e. Supplemental Specifications for **CONTRACT NO. 90-XP-2**
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. Form 96.

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a **Performance and Guaranty Bond** in favor of the **City of Fort Wayne** in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER**, within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the **Statutes of the State of Indiana**.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the **Director of Board of Public Works and Safety** of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the **Board of Public Works and Safety**.

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within **TWO HUNDRED SEVENTY (270) consecutive calendar days** after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the **OWNER** by the **Mayor and Board of Public Works and Safety** of the **City of Fort Wayne, Indiana**, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the **Common Council** of the **City of Fort Wayne, Indiana**, and should said **Common Council** fail to approve the same within ninety **(90)** days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.


CONTRACTOR: EARTH CONSTRUCTION, INC.

By: 
MICHAEL C. EVERTSON, PRESIDENT

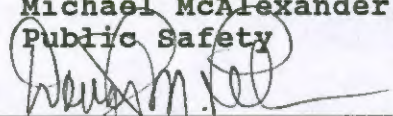
CITY OF FORT WAYNE

By: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

By: 
Charles E. Layton, Director
Public Works

By: _____
Michael McAlexander, Director
Public Safety

By: 
Douglas M. Lehman, Director
Administration and Finance

ATTEST:


Helen V. Gochenour, Clerk

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Earth Construction, Inc.

3333 Engle Road

Fort Wayne, IN 46809

as Principal, hereinafter called Contractor, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner) **Board of Public Works & Safety****City of Fort Wayne, One Main Street****Fort Wayne, IN 46802**as Obligee, hereinafter called Owner, in the amount of **Five Hundred Twenty Thousand, Three Hundred****Fifty Four and 40/100-----** Dollars (\$ 520,354.40), for the payment whereof Contractor

and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated **April 11th** 19 **90**, entered into a contract with Owner for**Main Street Feeder Main Phase I, Water Main Extension, Contract Number 90-XP-2**

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

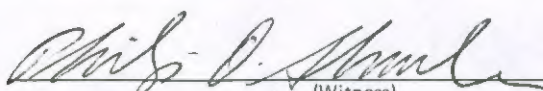
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

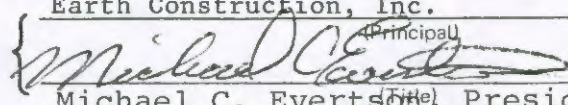
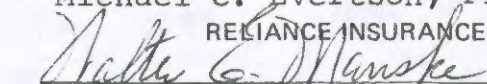
Signed and sealed this

12th

day of April

19 90


 (Witness)
Philip D. Shockney, Secretary

 (Witness)
Performance Bond
Revised to February, 1970SB 5715ax (1) Printed in U.S.A.
RDR 2304 ED 7 71
Earth Construction, Inc. (Seal)
 (Principal)

Michael C. Everton, President
RELIANCE INSURANCE COMPANY

 (Title)
Walter E. Manske, Attorney-in-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Earth Construction, Inc.
3333 Engle Road
Fort Wayne, IN 46809

as Principal, hereinafter called Principal, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner) Board of Public Works & Safety
City of Fort Wayne, One Main Street
Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Five Hundred
Twenty Thousand, Three Hundred Fifty Four and 40/100-----Dollars (\$ 520,354.40).

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated April 11th 1990, entered into a contract with Owner for Main Street Feeder Main Phase I, Water Main Extension,
Contract Number 90-XP-2

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.



RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 12th day of April 1990.



Assistant Secretary

Read the first time in full and on motion by Burns, seconded by Edmonds, and duly adopted, read the second time by title and referred to the Committee on City Plan (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock, _____ M., E.S.T.

DATED: 5-22-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Edmonds, and duly adopted, placed on its passage. PASSED ~~lost~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY				<u>✓</u>
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA				<u>✓</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 6-12-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-123-90
on the 12th day of June, 1990.

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of June, 1990, at the hour of 11:45 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 22nd day of June, 1990, at the hour of 3:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Water Contract 90-XP-2 for Main Street

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: Water Contract 90-XP-2 is for the installation of a 16" ductile iron water main on West Main Street from Van Buren St. westerly to Leesburg Road. Earth Construction, Inc., is the contractor.

J-90-05-33

EFFECT OF PASSAGE: Improved water conditions at above location.

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$520,354.40

ASSIGNED TO COMMITTEE:

BILL NO. S-90-05-33

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ ^{XXXXXXXXXX} approving WATER MAIN
CONTRACT 90-XP-2 FOR MAINSTREET between EARTH CONSTRUCTION,
INC. and the City of Fort Wayne, Indiana, in connection with
the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

<i>Paul M. Burns</i>			
<i>Mark E. Giaquinta</i>			
<i>Samuel Talarico</i>			

DATED: 6-12-90.

Sandra E. Kennedy
City Clerk